

REGULAR ITEMS:

GMH SITE PLAN (02-17)

Stephan Gaba, Esq. appeared before the board for this proposal.

MR. PETRO: Proposed military and market rate multi-family housing. This project involves site plan for the development of one of the subdivision lots into 171 military housing units. Application was previously reviewed at the 26 June, 2002, 9 October, 2002, 11 December, 2003 and 26 February, 2003 planning board meetings. Corrections were complete but details regarding PILOT were not resolved. The board completed SEQRA on 26 February, 2003 covering the entire action subdivision plus both site plans, no further action is required for the SEQRA and if all are resolved with the PILOT issue, the board is considering approval of the project. Motion should be conditioned on the following, I'll get into that after we hear the presentation. You can keep it somewhat short and brief because we've seen it I think six times.

MR. GABA: We've been here many times, as the board is aware, 2 lot subdivision with site plan. We received preliminary approval and completed SEQRA in February. Since then, we've made some very minor site changes and the main outstanding issue was the PILOT agreement. I have a letter I'd like to hand up, I believe we have resolved the outstanding issues on the PILOT agreement.

MR. PETRO: Let me look at it and I can help you decide that. I want to do everything else before we get to the PILOT first, this is the 171 unit military side we're going to do it in two separate actions.

MR. GABA: That's fine.

MR. PETRO: So Eric, do you have anything from your company or from Mark that he left as far as proceeding with this as far as site plan issues, anything on the site plan itself?

MR. DENEGA: No, actually he said there are no

engineering issues.

MR. PETRO: No engineering issues?

MR. DENEGA: No.

MR. PETRO: Minutes will reflect that. I'm going to just try to keep it as simple as possible. We're going to, it's going to be two separate issues so we're going to go through this twice, okay, I have a memorandum from Mr. Crotty, who is the Town of New Windsor attorney, and I think I'm just going to read it into the minutes. There's going to be some subject-to's upon any final approvals that we do tonight. And you as representing the applicant will have to agree to them. Is there an attorney representing the applicant also?

MR. GABA: I am the attorney representing this, Paul Hannon, the applicant.

MR. PETRO: I'm going to advise you and the attorney then I have received and reviewed a copy of a letter dated May 28, 2003 from James R. Loeb, I guess that's the letter that you handed out who is the attorney for GMH Military Housing LLC to the Planning Board of the Town of New Windsor. I'm in a position to respectfully advise the planning board in reliance of Mr. Loeb's letter that I have no objection to the planning board granting conditional final approval for the two site plans and the two lot subdivision before the board. I thought we did the two lot subdivision already? That's done as far as I remember.

MR. GABA: We're asking for conditional final.

MR. PETRO: The two lot subdivision is complete, did I just say that, right?

MR. LANDER: Yes.

MR. PETRO: So we'll just strike that particular wording out of it. This is for the two site plans, the conditional final approval should be subject to the following terms and conditions as set forth in Mr.

Loeb's letter. Conditional final approval is hereby granted subject to at the time the final plans are signed and delivered to the applicant the following, Mr. Hannon, I would suggest that you pay attention to this carefully and your name again, sir, I'm sorry?

MR. GABA: Stephan Gaba.

MR. PETRO: Number one, two appropriately executed PILOT agreements are delivered to the Town, in other words, they have to be signed by both parties, the PILOT agreement for the fair market rental units shall specifically provide that the parkland fee in the amount of \$396,000, which is \$1,500 per unit times the 264 units, which is standard for the Town, shall be tendered at the time the plans are signed and delivered. And number 3, a check in the amount of \$396,000 for parkland fees and remitted simultaneously payable to the Town and number 4, an opinion of counsel satisfactory to the attorney for the Town is delivered stating that GMH or the executing entity has authority to bind the owner, the Department of the Navy, to the PILOT agreements and 5, a certificate of application and agreement regarding the purchase of sewer capacity is delivered to the Town. That would be your subject-to's, that will also be the subject-to's for both site plans. I'm just to ditto this when we do the second one. Right now, we're on the 171 units or 174?

MR. BABCOCK: 171.

MR. PETRO: 171 units on the military side, it will be for both.

MR. GABA: Okay. The only thing I would say we should have conditional and final on the subdivision, my understanding we only have preliminary.

MR. PETRO: This is approved.

MR. GABA: Okay.

MR. PETRO: I don't know that we do a preliminary on a subdivision, it's approved.

MR. GABA: Okay.

MR. PETRO: That was two meetings ago.

MR. GABA: We have final, that's great.

MR. PETRO: I'm just going over this, you have to bear with me a little bit because I was somewhat involved with doing it, I want to make sure there's no, Myra's telling me that you have to pay all the fees that are due at the signing of the plan, but I believe as it was stated in your initial letter that covered it correctly and I don't, we're not just repeating that, what you've written to us about the PILOT agreement that was indicated on that that you would pay them at the proper time. So, therefore, they are not being revised by this letter, this letter is revising what we felt was not properly indicated on the original PILOT agreement. And I think the biggest issue would be the 396,000 at the time that that would be paid in the PILOT agreement, it refers to the date 2004 or 2005, I think 2005 and that was not correct.

MR. GABA: That's right, the money has to be paid up front but it's not going to be, what's not going to be paid up front is the building permit fees and C.O. fees.

MR. PETRO: They would be paid for at the time you acquire them, but they're not subject to at the time of the signing of the plans. That's when you receive a set of plans that are signed, they're ready to go, that's when the parkland fees are due.

MR. GABA: We understand that.

MR. PETRO: As far as facing them and doing it in that nature is completely out of the question because the site plan is not phased.

MR. GABA: No problem.

MR. PETRO: Do you agree with that, Mr. Hannon?

MR. HANNON: We agree with that.

MR. PETRO: There's no further site plan issues?

MR. DENEGA: No.

MR. PETRO: This GMH site plan is the military side of the 171 units, do we have, I want to just see, do we have other approvals, Fire, Highway, I want to read them into the minutes. We have Fire approval on 10/16/2002. I'm going to do a roll call for the final approval, again, this is for the GMH site plan, the military housing and I'll take a motion to that effect.

MR. ARGENIO: So moved.

MR. LANDER: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board grant final approval to the military housing GMH LLC for the 171 units subject to the conditions that I had previously read into the minutes dated May 28, 2003 as a memorandum from Mr. Phil Crotty, attorney for the Town of New Windsor. And I'm just going to say it one more time, everybody's in agreement with this?

MR. GABA: Yes, we are.

MR. PETRO: That's lot 2 of the subdivision, okay, roll call.

ROLL CALL

MR. LANDER	AYE
MR. MASON	AYE
MR. KARNAVEZOS	AYE
MR. ARGENIO	AYE
MR. PETRO	AYE